

East Tennessee State University
Department of Housing and Residence Life
Fall 2026 - Spring 2027 Academic Year Student Housing Agreement

This Student Housing Agreement (“Agreement”) is entered into between East Tennessee State University (“University”) and the student resident (“Student”). This Agreement governs occupancy in any University housing facility to which the Student may be assigned during the term of this Agreement, including all residence halls and Buccaneer Ridge Apartments, and governs the Student’s occupancy in a housing facility. This Agreement does not constitute a commitment for admission to the University. This Agreement is effective as of the date of the Student’s signature on the Agreement.

1. Renting.

The University agrees to rent to Student residential accommodations within University-operated housing facilities, and Student agrees to pay rent to the University for the residential accommodations assigned to the Student by the University (hereinafter referred to as “Rented Premises”. The Rented Premises may be located on the campus of East Tennessee State University (or its designated overflow location) or on property located off campus and owned by a third party but leased to the University by the third party as student rental space. Occupancy in University housing requires that the Student remain enrolled at East Tennessee State University unless an exception is approved by the Executive Director of Housing and Residence Life or designee. The University reserves the right to terminate housing occupancy if the Student is no longer enrolled or otherwise becomes ineligible under University policy.

2. Housing Assignment.

Housing assignments in Rented Premises may include residence halls or Buccaneer Ridge Apartments. This Agreement remains in effect regardless of any change in housing assignment during the Agreement term. The Office of University Housing shall provide Student an assigned housing space based on availability.

While efforts will be made to meet the placement requests of students, University reserves the right to make all student housing assignments at its sole discretion, with no guarantee of placement in preferred residence halls or with preferred roommates. University will be mindful in establishing a process that it determines to be fair in assigning space but may deviate from that process at its discretion. University Housing reserves the right to assign, reassign, or relocate students within University housing at any time to address operational needs, maximize occupancy, respond to maintenance concerns, address health or safety issues, or enforce University policies. This Agreement shall not give Student a right to any specific space, building, roommate or type of accommodation. In the event that no space is available, the University may terminate the agreement in accordance with the procedures in this Agreement.

When space is available, double rooms may be rented as single rooms on a first-come, first-served basis. This is done at a rental rate up to 100% higher than the regular double-room rate with priority given to current residents of the hall. The double as a single arrangement is for the agreement period and is subject to renewal based upon available space.

A room change may not be made without written approval from University Housing and is predicated upon the space available, date and time of request, and the grounds and need for the transfer.

3. Term of the Agreement.

The student agrees to pay rent and fulfill all terms of this agreement for the Fall 2026 and Spring 2027 academic semesters. This Agreement may only be terminated or suspended under exceptional circumstances as provided in this Agreement. The rental term of the Agreement begins on the first date and time permitted for move-in as designated by the Office of University Housing. The University will notify Student by letter or email to Student's ETSU email account of the first date on which Student will be granted access to the Rented Premises each semester. This Agreement terminates at 6:00 p.m. time the day following the last class or final exam as published on the University website. If Student is a graduating senior, Student shall vacate the Rented Premises by 6 p.m. the day following commencement.

The Student agrees the Student is financially responsible for housing charges for both semesters unless released from the Agreement pursuant to the cancellation provisions under this Agreement that may be applicable.

All residence halls are closed between academic terms during winter break; however, an exception may be granted by the Executive Director of Housing and Residence Life or designee. The Student may leave personal belongings in the Rented Premises winter break, unless Student is not returning to the same assigned space for Spring.

4. Use of Rented Premises.

Student agrees the Rented Premises shall be occupied only by the person(s) assigned to it by University Housing. Students shall abide by room occupancy limits are maintained in accordance with fire safety codes. Maximum occupancy shall be defined by the number of beds indicated on the room inventory. The number of occupants residing in a residence hall room, suite, bedroom, or apartment bedroom shall not exceed the number of beds provided by University Housing in that space. No additional individuals are permitted to reside in the Rented Premises.

4.1 Right of Entry:

4.1.1. Safety/Maintenance Inspection. University officials may enter the Rented Premises to conduct a safety/maintenance inspection of the health and safety conditions in the Rented Premises, to perform maintenance and repairs, to take inventory, and/or to perform cleaning and janitorial operations. University officials will provide advance notice to the Student prior to performing a safety/maintenance inspection of the Rented Premises.

4.1.2 Search Inspection. University officials may enter the Rented Premises, without advance notice to the Student, to conduct a search inspection for the purpose of inspecting whether violations of University policies, rules, and regulations are occurring or have occurred inside the Rented Premises. A search inspection must be authorized in writing by the Executive Director of Housing and Residence Life or designee before University officials may conduct a search inspection. The Executive Director of Housing and Residence Life may authorize a search inspection only upon reasonable suspicion that

University policies, rules, or regulations have been or are being violated inside the Rented Premises.

4.1.3 Emergency Inspection. In an emergency situation, University officials or emergency personnel/first responders may enter the Rented Premises to conduct an emergency inspection, without advance notice to the Student and without prior authorization from the Executive Director of Housing and Residence Life, if the University officials reasonably believe that the delay from obtaining prior written authorization from the Executive Director of Housing and Residence Life would pose a significant risk of substantial harm to persons, property, or the Rented Premises.

4.2 Student Obligations.

4.2.1 Acceptance of Condition. Student's acceptance of the room clearance form on the day of check-in establishes the acceptance of the condition of the Rented Premises and contents at the time of occupancy and, therefore, becomes the standard for the condition of the Rented Premises at the termination of occupancy.

4.2.2 Cleanliness. Student agrees to maintain the Rented Premises in a clean and sanitary condition and to return the Rented Premises back to University Housing in the same condition, including general cleanliness, as it was at the beginning of the term of occupancy, ordinary wear and tear excepted.

4.2.3 Damage. Student agrees that Student is liable for the condition of the Rented Premises furnishings that are assigned to Student. Student agrees that Student shall reimburse University for all damage to or loss of these accommodations and furnishings, which is not the result of ordinary wear and tear. Students of an apartment/floor may also be required to share in the expense of repair or replacement of any property or cleaning in areas commonly used by the students. Housing shall assess charges against Student and he/she agrees to pay such damages to the University upon demand. Housing shall determine the amount of such loss or damage, selection of repair method, and scheduling of repair, at its sole discretion. When multiple Students occupy a room, suite, or apartment,

all occupants may be held collectively responsible for damage to common areas including furnishings, fixtures, walls, ceilings, floors, doors, appliances, and other shared property unless the responsible individual can be identified. Charges for damages and/or necessary cleaning will be assessed to Student, or students, by University and must be paid promptly. Failure to pay assessments will result in a hold on a Student's registration, graduation, and/or transcript.

4.2.4 Safety. Student agrees that Student has a shared responsibility for maintaining a safe residential environment and must report emergencies, safety hazards, or suspicious activity promptly.

4.2.5 Keys. Student agrees that any key, temporary access card, or entry fob issued remains the property of the University and must be returned upon check-out. Student agrees that failure to return keys shall result in charges to the student's University account to cover the replacement of said property.

5. Housing Charges and Financial Obligations.

The Student agrees that the Student shall pay the applicable residence hall room fees according to a schedule of rates set each academic year by the University. Full payment of Student's residence hall room fees is not required at the time of accepting this Agreement. The charges for Student's residence hall will be added to Student's University account and are payable when all other University fees are due.

Student agrees that University shall have no legal obligation to pay for the loss of or damage to Student's personal property occurring in the Rented Premises, the University's buildings, or on University's property prior to, during, or subsequent to the period of the Agreement. Student acknowledges that the University encourages Students to carry appropriate insurance to cover such losses.

6. Meal Plan Requirement for Residence Halls.

Student understands and agrees that assignment to residence hall also requires Student to maintain an active University dining plan for the duration of their residence hall occupancy. All Students residing in residence halls will be assigned the Silver All Access dining plan.

Students residing in Centennial Hall, Luntsford Apartments, or Davis Apartments may elect to reduce to the Blue 15 Weekly dining plan via their Housing portal by the first day of classes each term comprised within the Agreement.

Students residing in Buccaneer Ridge Apartments are not required to purchase a meal plan but may voluntarily participate in University dining programs.

Dining plans and dining services are governed by the Residential Anytime Dining and Block Meal Plan Agreement and related dining policies.

7. Cancellation/Termination of Agreement.

Student may request cancellation or Termination of this Agreement in the circumstances:

7.1 Prior to the Beginning Date of the Agreement.

Prior to taking occupancy, if Student has signed the Agreement and decides to cancel, Student must notify ETSU in writing by the date published on the Housing and Residence Life website. An exception may be granted to the requirements of this section in the discretion of the Executive Director of Housing or designee.

7.2 During the Term of the Agreement.

If the Student officially withdraws from the University and properly checks out from the Rented Premises, the Student may file a written request with University Housing to cancel the Agreement and refund/adjust rent in accordance with the University's published refund schedule on the University Housing website.

7.3 Academic Ineligibility.

If the Student becomes academically ineligible to return to the University, the agreement will be canceled. If the Student does become re-enrolled, the agreement will be reinstated, and appropriate charges will be assessed to the Student contingent upon space being available.

7.4 Graduation and Academic Experiences.

7.4.1 If the Student graduates at the end of the Fall semester, the Agreement will be canceled at 6:00 pm on the day following commencement.

7.4.2 If the Student participates in an off-campus academic experience, the student may be eligible for release from the Agreement, provided that the experience requires Student's regular and/or continued presence at a location significantly distant from the campus so as to constitute an undue hardship on the Student, to be determined at the discretion of University Housing.

The student must submit a written request to University Housing to terminate the Agreement. The determination of whether to grant Student's request for termination of the Agreement is within the sole discretion of the Executive Director of Housing or designee, and such a request will be approved only in exceptional cases.

The Agreement may be terminated by the University as follows:

- if space is not available in any residence hall or temporary residence hall;
- if Student fails to comply with the terms and conditions of the Agreement;
- if the Rented Premises are located on property owned by a third party, and Student fails to comply with the third party's policies and rules; or
- if Student violates the Code of Student Conduct or University Housing Policies and Community Standards (<https://www.etsu.edu/students/housing/policiesforms.php>), or any other University policies or regulations, including, but not limited to Parking Services and Information Technology policies, which are incorporated into this Agreement by reference.

Termination of the Agreement by University may result in the eviction of Student after five (5) calendar days' notice, except where University determines that the continued residency of Student

would pose a danger to the life, health, or general well-being of the Student or other members of the residential Community, in which case Student may be evicted upon twenty-four (24) hours' notice.

In lieu of terminating this Agreement, University may reassign Student to another location, restrict Student from entering specified housing areas or units, and/or restrict Student from other privileges normally allowed to residents of University housing.

9. Miscellaneous.

9.1 This Agreement shall not be assigned or transferred, and the Rented Premises assigned to Student may not be sublet.

9.2 Failure to occupy an assigned space does not constitute a release from the Agreement.

9.3 In the event of an epidemic, public health event, or other occurrence of public health significance, the University may impose public health countermeasures or other health requirements, based upon federal, state, or local law, and the most current recommendations and guidance from the U.S. Centers for Disease Control and Prevention, the Tennessee Department of Health, and the Washington County Health Department. These countermeasures may include, but are not limited to, isolation and quarantine, which may require Student to temporarily move out of the Rented Premises. Student agrees to abide by all University-required public health countermeasures or other health requirements. Student agrees that, if Student is required to isolate or quarantine away from the Rented Premises, Student is responsible for any additional housing expenses, and the University will not refund or pro-rate any portion of the room fee.

9.4 Paragraph titles are for ease of reference only. The Parties shall not interpret or construe the terms of this Agreement based upon the paragraph titles.

9.5 Nothing in this Agreement shall be construed to conflict with State law, Federal law, or University policies. Except as otherwise provided by this Agreement, if any such conflict exists, this Agreement shall automatically be amended as minimally as possible to comply with the law or policy under which the conflict arose and maintain the intentions of the Parties.

9.6 All matters not addressed herein shall be governed by University policy or state law.

9.7 This Agreement constitutes the full and complete understanding and agreement of the Parties and supersedes all prior understandings and agreements, oral or written.

9.8 If a court deems any provision or provisions of this Agreement invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable.

9.9 The laws of the State of Tennessee shall govern this Agreement. Any and all claims against the State of Tennessee, its officers, agents, and employees shall be heard and determined by the Board of Claims or the Tennessee Claims Commission in the manner prescribed by law, and shall be limited as provided in Tennessee Code Annotated § 9-8-307. Damages recoverable against University shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

9.10 Student acknowledges that East Tennessee State University is a public institution of higher education and an instrumentality of the State of Tennessee, governed by a statutorily created Board of Trustees and subject to Tennessee law applicable to state entities. As an entity of the State of Tennessee and under the Constitution and laws of the State of Tennessee, University possesses certain rights and privileges, is subject to certain limitations and restrictions, and has only such authority as is granted to it under the Constitution and laws of the State of Tennessee. Notwithstanding any other provision to the contrary, nothing in this Agreement is intended to be, nor shall it be construed to be, a waiver of the sovereign immunity of the State of Tennessee or a prospective waiver or restriction of any of the rights, remedies, claims and privileges of the State of Tennessee. Moreover, notwithstanding the generality or specificity of any provision herein, the provisions of this Agreement as they pertain to University are enforceable only to the extent authorized by the Constitution and laws of the State of Tennessee.

The Student agrees that the Student's signature below is an acceptance of all terms of this Agreement and all University Housing policies and the Student Code of Conduct.